

EXHIBIT “F”

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

-----	X	
)	
PRACTICEWORKS, INC., et al.,)	
)	
Plaintiffs)	Civil No.: JFM 02 CV 1205
)	
- against -)	
)	Hon. J. Frederick Motz
PROFESSIONAL SOFTWARE SOLUTIONS)	
OF ILLINOIS, INC.,)	
)	
Defendant.)	
-----	X	
-----	X	
)	
PRACTICEWORKS, INC., et al.,)	
)	
Plaintiffs)	Civil No.: JFM 02 CV 1206
)	
- against -)	
)	Hon. J. Frederick Motz
DENTAL MEDICAL AUTOMATION, INC.,)	
)	
Defendant.)	
-----	X	

**STIPULATION FOR ENTRY
OF MONEY JUDGMENT**

Plaintiffs PracticeWorks, Inc. and SoftDent LLC (collectively, “Plaintiffs”), and Defendant Professional Software Solutions of Illinois, Inc. (“Defendant”), hereby stipulate as follows:

1. Settlement

Plaintiffs and Defendant (collectively the “Parties”) stipulate that a settlement in the above-captioned matters has been reached between them and that the terms of that settlement are

embodied in a separately-executed Settlement Agreement (“Settlement Agreement”), dated December 22, 2004, as well as a Consent Judgment for Permanent Injunction Against Defendants (“Consent Judgment”), a Stipulation for Dismissal (“Dismissal”), and the instant Stipulation.

2. Money Judgment

The Parties stipulate that a money judgment in the above-captioned actions shall be entered against Defendant in the event that it is determined that Defendant has violated any term or terms of the Consent Judgment and/or Settlement Agreement. Whether a violation of any term or terms of the Consent Judgment and/or Settlement Agreement has occurred will be adjudicated by the United States District Court for the District of Maryland, the Honorable J. Frederick Motz (the “Court”) upon application of Plaintiffs. The amount of the above-described money judgment to be entered against Defendant, in the event that Defendant violates any term or terms of the Consent Judgment and/or Settlement Agreement, shall be One Hundred Fifty Thousand Dollars (\$150,000) for each work (as provided by the Copyright Act and relevant caselaw) of the SoftDent Software (as that term is defined in the Settlement Agreement and Consent Judgment) that has been infringed. In consideration of settlement of this matter, the sum of One Hundred Fifty Thousand Dollars (\$150,000) for each work of the SoftDent Software that has been infringed shall be and is deemed by the Parties to constitute damages sustained by Plaintiffs up to and including the date of execution by Defendant of this Stipulation for Entry of Money Judgment (which is being signed simultaneously with the Settlement Agreement) and shall only become due and owing in the event that Defendant is adjudicated to have violated any term or terms of the Consent Judgment and/or Settlement Agreement.

3. Filing of Stipulation; Entry of Judgment

Upon a breach of the Consent Judgment and/or Settlement Agreement, the Parties stipulate that Plaintiffs shall have the full right and authority to file this Stipulation for Entry of Money Judgment with this Court along with a pleading captioned "Plaintiffs' Notice of Defendant's Noncompliance with Consent Judgment and/or Settlement Agreement" ("Notice"), which shall set forth the facts of the breach or violation which entitles Plaintiffs to enforcement and entry of this Stipulation for Entry of Money Judgment by this Court. Defendant shall then have fourteen (14) days from the date of Plaintiffs' service of the Notice on Defendant to take action to oppose entry of the Stipulated Judgment. Plaintiffs shall have eleven (11) days from the date of Defendant's service of the opposition to Plaintiffs' Notice to reply to said opposition.

The Parties further stipulate that the prevailing party shall be entitled to recovery of their actual expenses associated with the enforcement of the Consent Judgment and/or Settlement Agreement, this Stipulation for Entry of Money Judgment, and/or filing the Notice described herein, including but not limited to reasonable attorneys' fees and recoverable costs incurred in connection with such enforcement proceedings.

The Parties further stipulate that an impending or existing violation of any provision of the Consent Judgment and/or Settlement Agreement would cause Plaintiffs irreparable injury for which they would have no adequate remedy at law. Therefore, Plaintiffs shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to them.

4. Non-Dischargeable

The Parties further stipulate that the contingent indebtedness provided for in this Stipulated Judgment, which is predicated upon, *inter alia*, Defendant's alleged infringement of SoftDent's registered copyrights or other impermissible acts, shall be non-dischargeable in any

bankruptcy proceeding involving Defendant, pursuant to 11 U.S.C. § 523(a)(6), or any successor provision of the federal bankruptcy laws, and that Defendant shall not seek to avoid such contingent indebtedness by obtaining a determination that said indebtedness is dischargeable in bankruptcy pursuant to 11 U.S.C. §§ 727, 1141, 1228 or 1328, or any successor provisions of the federal bankruptcy laws.

IT IS SO STIPULATED.

DEFENDANT:

PROFESSIONAL SOFTWARE
SOLUTIONS OF ILLINOIS, INC.:

DATED: December __, 2004

By: Lawrence Eyer
President

PLAINTIFFS:

PRACTICEWORKS, INC.

DATED: December __, 2004

By:
Title:

SOFTDENT LLC

DATED: December __, 2004

By:
Title:

SO ORDERED this _____ day of _____, 2004:

**Judge, United States District
For the District of Maryland**